

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN CANADA AND THE CANADIAN TRADE OFFICE IN TAIPEI REGARDING COOPERATION IN TRANSPORTATION SAFETY

簽訂日期：民國 109 年 12 月 15 日

生效日期：民國 109 年 12 月 15 日

THE TAIPEI ECONOMIC AND CULTURAL OFFICE (TECO) IN CANADA AND THE CANADIAN TRADE OFFICE IN TAIPEI (CTOT), hereinafter referred to as the “Participants”,

HAVE COME to the following understanding:

1. OBJECTIVES

The objectives of this Memorandum of Understanding (MOU) are to:

- (i) establish the framework for the cooperation of the Participants in the field of civil air, marine, and rail safety occurrence investigation (includes accidents and incidents as defined in below-mentioned international instruments);
- (ii) reflect the spirit and intent of the International Civil Aviation Organization (ICAO) international Standards and Recommended Practices for air occurrence safety investigations, as prescribed in Annex 13 to the Convention on International Civil Aviation;
- (iii) reflect the spirit and intent of the International Maritime Organization (IMO) international Standards and Recommended Practices for marine occurrence safety investigations, as prescribed in Resolution MSC.255(84) adopted on 16 May 2008;
- (iv) set out provisions for mutual assistance in investigation and safety analysis, confidential incident reporting, database development, exchange of information, training, engineering research and development, and communications.

2. COOPERATING AGENCIES

The Participants understand that:

- (i) the Transportation Safety Board of Canada (TSB) will implement this MOU on CTOT's behalf;
- (ii) the Taiwan Transportation Safety Board in Taipei (TTSB) will implement this MOU on TECO's behalf;
- (iii) TTSB and TSB will be referred to as the “Cooperating Agencies”.

3. SCOPE OF ACCIDENTS AND INCIDENTS FOR INVESTIGATION COOPERATION

The Participants understand that this MOU will cover the following accidents or incidents:

- (i) civil aircraft or vessels registered in the jurisdiction of one of the Cooperating Agencies having an accident or incident in the jurisdiction of the other Cooperating Agency;
- (ii) civil aircraft or vessels registered in the jurisdiction of one of the Cooperating Agencies having an accident or incident in its jurisdiction;
- (iii) civil aircraft or vessels registered in the jurisdiction of a third party other than that of the Cooperating Agencies having an accident or incident in the jurisdiction of one of the Cooperating Agencies;
- (iv) civil aircraft or vessels registered in the jurisdiction of one of the Cooperating Agencies having an accident or incident in the jurisdiction of a third party, and where an agency of the third party has instituted an investigation;
- (v) train that operates in the jurisdiction of one of the Cooperating Agencies has an accident or incident.

4. PROCEDURAL ARRANGEMENTS

The Participants understand that:

- (i) in the case of paragraph 3(i) of this MOU, the Cooperating Agency of the jurisdiction in which the accident or incident has occurred will notify the other Cooperating Agency with a minimum of delay, in accordance with the international provisions as described in paragraphs 1(ii) or (iii) of this MOU. This MOU constitutes a standing invitation from the Cooperating Agency of the jurisdiction in which the accident or incident has occurred to the other Cooperating Agency for an accredited representative and appropriate advisors to attend the investigation. When notified, the invited Cooperating Agency will reply to the inviting Cooperating Agency with a minimum of delay, providing the details of persons who will attend the investigation;
- (ii) in the case of paragraphs 3(ii) and (iii) of this MOU, both Cooperating Agencies will consider the interests and expertise of the other and the potential for cooperation in the investigation. Either Cooperating Agency will welcome contact from the other. This MOU will provide the framework through which the Cooperating Agency of the jurisdiction in which the accident or incident has occurred may invite the other Cooperating Agency to attend as an advisor, where applicable, in the safety investigation being conducted. The invited Cooperating Agency will reply to the inviting Cooperating Agency with a minimum of delay, providing the details of the persons who will attend as advisors;
- (iii) in the case of paragraph 3(iv) of this MOU, either

Cooperating Agency will welcome contact from the other to discuss the merits of technical cooperation. In those cases where the Cooperating Agency whose aircraft or vessel was involved in the accident or incident names an accredited representative, that Cooperating Agency will initiate discussion with the third party to seek concurrence on the benefits of that technical cooperation and concurrence with inviting the other Cooperating Agency to attend as an advisor to the accredited representative. The invited Cooperating Agency will advise the inviting Cooperating Agency with a minimum of delay, providing the details of the persons who will attend as advisors;

- (iv) in the case of paragraph 3(v) of this MOU, either Cooperating Agency will welcome contact from the other to discuss the merits of technical cooperation, or inviting the other to attend as an advisor.

5. PROVISION OF ASSISTANCE

The Participants understand that:

- (i) each Cooperating Agency will provide technical assistance to the other on request, subject to its own operating requirements;
- (ii) the Cooperating Agencies will offer technical assistance in investigations and the use of safety investigation facilities and assets to each other to the extent practicable. Examples of assistance include expertise in the areas of air traffic services, engineering, operations, airworthiness or maintenance, flight recorders, traffic signaling system, human performance, organizational and safety management;
- (iii) the Cooperating Agencies will offer assistance, specifically expertise, facilities and equipment as appropriate for the development and the ongoing facilitation of programs in such areas as investigation and safety analysis, confidential incident reporting, database development, and information systems;
- (iv) the Cooperating Agencies will, where practical, invite each other's investigators to attend general or specialist training conducted by them.

6. FUNDING

The Participants understand that the invited Cooperating Agency will provide the funding required to participate in an investigation or to attend a training course.

7. DIFFERENCES IN INTERPRETATION AND APPLICATION

The Participants will resolve any differences arising out of the interpretation or implementation of this MOU amicably and

without unreasonable delay through the Cooperating Agencies.

8. FINAL DISPOSITIONS

- (i) This MOU will take effect on the date of its last signature by the Participants.
- (ii) The Participants may amend this MOU upon their mutual written consent, after consultation with the Cooperating Agencies.
- (iii) Either Participant may terminate this MOU by giving a written notice to the other Participant.

SIGNED in duplicate at Ottawa, Canada, on this 9th day of December 2020, and at Taipei, Taiwan, on this 15th day of December 2020, in the Chinese, English and French languages, each version being equally valid.

FOR THE TAIPEI
ECONOMIC AND
CULTURAL OFFICE
IN CANADA

陳文儀

FOR THE
CANADIAN TRADE
OFFICE IN TAIPEI

Jordan Reeves
